

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA**
Alexandria Division

In re:

ELLEN LOUISE SWINTON,

Debtor.

Case No. 08-10128-RGM
(Chapter 7)

MEMORANDUM OPINION

THIS CASE is before the court on a proposed reaffirmation agreement by and between the debtor and American Honda Finance corporation (Docket Entry 15). The debtor has been represented by counsel throughout the course of this bankruptcy case. Section 524(c)(3) of the Bankruptcy Code requires that debtor's counsel make certain certifications before a reaffirmation agreement is effective. Counsel failed to execute Part C of the reaffirmation agreement, which implements the certifications required by §524(c)(3). Court review of the agreement is not required unless counsel first makes all three certifications as required in §524(c)(3).

In addition, §524(c)(2), requires that the debtor receive the disclosures described in §524(k) before or at the time he signs the reaffirmation agreement. Section 524(k)(6)(A) requires completion of Part D. (The applicability of the presumption of undue hardship turns on the figures provided by the debtor in Part D. *See* 11 U.S.C. §524(m)(1).) In this case, Part D, "Debtor's Statement in Support of Reaffirmation Agreement", although signed by the debtors, is not completed. Since §524(k)(6)(A) was not complied with, §524(c)(2), which incorporates §524(k), was not complied with either.

Section 524(c) of the Bankruptcy Code provides that a reaffirmation agreement is enforceable only if all of the subsections of §524(c) are satisfied. Because all of the subsections of

§524(c) were not satisfied, the reaffirmation agreement is not effective.

DONE at Alexandria, Virginia, this 1st day of April, 2008.

/s/ Robert G. Mayer
Robert G. Mayer
United States Bankruptcy Judge

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